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EFF.	2005/07/01
TERM.	2008/06/30
No. Of EMPLOYEES	100
NOMBRE D'EMPLOYES	100

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3164

AND

EVERGREEN SCHOOL DIVISION

RECEIVED
JAN 25 2006

TERM OF AGREEMENT:

JULY 1, 2005 TO JUNE 30, 2008

ENTERED

13545(01)

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE 1

ARTICLE 2 – DEFINITIONS AND SCOPE..... 1

ARTICLE 3 – RECOGNITION 2

ARTICLE 4 – NO DISCRIMINATION..... 3

ARTICLE 5 – UNION SECURITY AND CHECK-OFF..... 3

ARTICLE 6 – LABOUR MANAGEMENT NEGOTIATIONS..... 4

ARTICLE 7 – GRIEVANCE PROCEDURE..... 4

ARTICLE 8 – ARBITRATION 5

ARTICLE 9 – PROBATION PERIOD AND CALCULATION OF SENIORITY 6

ARTICLE 10 – PERSONNEL FILES..... 8

ARTICLE 11 – VACANCIES AND NEW POSITIONS..... 8

ARTICLE 12 – LAY-OFF AND RECALL..... 9

ARTICLE 13 – HOURS OF WORK AND OVERTIME 10

ARTICLE 14 – STATUTORY HOLIDAYS 12

ARTICLE 15 – VACATIONS 13

ARTICLE 16 – SICK LEAVE PROVISIONS..... 14

ARTICLE 17 – LEAVE OF ABSENCE..... 15

ARTICLE 18 – MATERNITY/ADOPTION/PATERNITY LEAVE..... 16

ARTICLE 19 – EMPLOYMENT INSURANCE..... 17

ARTICLE 20 – BENEFITS..... 17

ARTICLE 21 – BUS DRIVERS..... 17

ARTICLE 22 – TERM OF AGREEMENT..... 19

ARTICLE 23 – PAYMENT OF WAGES 19

SIGNING PAGE 20

SCHEDULE “A” 21-25

LETTERS OF UNDERSTANDING..... 26-29

LIST OF IMMEDIATE SUPERVISORS..... 30

ARTICLE 1 - PREAMBLE

It is the objective of the parties that the obligation of the School Division for successful execution and fulfillment of its responsibilities to the employees covered by this Agreement be carried on without interference arising from differences between the parties.

It is, therefore, the intent of the parties to set forth herein their Agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Division, the Union and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes, or other interference with the work of the Division during the life of this Agreement, to recognize the value of joint discussions and negotiations on certain matters pertaining to working conditions, hours of work, wage scales and to encourage efficiency in operations and to promote harmonious relations between the Division, its employees and the Union.

ARTICLE 2 – DEFINITIONS AND SCOPE,

- 2.01 This Agreement covers all employees as outlined by the MLB Certificate No. 4304 and as listed in Schedule “A”, except casual employees, those excluded by the School Act, and those positions that the parties may, from time to time, mutually agree on as being excluded from this Collective Agreement.
- 2.02 In this Agreement, unless the context otherwise requires, the expression “employee” signifies as person who is employed by the Evergreen School Division. Furthermore:
- i) Regular Full-Time Employees are those working the prescribed hours of work as per Article 13 (Hours of Work) and who have satisfactorily completed three (3) months of employment as a probationary employee.
 - ii) Regular Part-Time Employees are those working less than the prescribed hours of work as per Article 13 (Hours of Work) and who have satisfactorily completed three (3) months of employment as a probationary employee.
 - iii) Temporary Employees are those hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event but in no event will this period of time exceed six (6) months except by mutual consent of both parties to this Agreement. If an extension is agreed to, the employee will be deemed a regular employee as per (i) or (ii) above. In the event a temporary employee becomes a regular employee their seniority shall include previous temporary service with the Division.

The deemed regular employee provision of this Article shall not apply to temporary employees hired for maternity/parental leaves. However, if a temporary employee hired for a maternity/parental leave is subsequently rehired as a regular employee, their seniority shall include this temporary service.

- iv) Casual Employees are those who are employed on an irregular and/or unscheduled basis. A casual employee is not covered by this Agreement. However, they shall be paid the rate of pay as per Schedule "A" for the position they assume.
- v) Students hired during the period of May 1 to September 30 of each year will not be covered by this Agreement.
- vi) Probationary Employees are those employees of the Division who are in the process of fulfilling the initial three (3) months' probationary requirement as set out in sub-paragraph (i) and (ii) above.

With the exception of temporary employees who become regular employees by virtue of the passage of time as covered in sub-paragraphs (iii), prior service as a temporary or casual employee shall not count as part of the probationary period leading up to regular employment.

- vii) Noon Hour Supervision – New employees hired specifically as Noon Hour Supervisors shall not work more than one (1) hour per day and shall be paid a rate as provided in Schedule "A". However they shall not be entitled to any of the rights and privileges of the Collective Agreement unless their hours of work increase at which time they would become regular part-time employees and would be entitled to the rights and privileges of the Collective Agreement. Noon Hour Supervisors shall pay union dues. Employees of the Division, whether assigned within their regular hours of work, or hired to do noon hour supervision, shall be paid at their normal hourly rate of pay for the time worked as a noon hour supervisor. (Retroactive to January 1, 1998.)

ARTICLE 3 – RECOGNITION

- 3.01 The Division recognizes the Canadian Union of Public Employees and its Local 3164 as the sole and exclusive bargaining agent for all of its employees covered in MLB #4304 and/or classified and covered by this Agreement.
- 3.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees and its advisors when dealing or negotiating with the Division. Such representative(s) advisor(s) shall have access to the Division's premises as follows:

Representative of the Canadian Union of Public Employees, with the prior approval of the Superintendent responsible for personnel or his/her designate, shall be given access to the Division's premises at a time and place mutually agreed upon.

3.03 The Union recognizes the right of the Division to determine matters in respect to employment. Subject to the provisions of this Agreement, the operation of the schools and direction of the work force; including the right to hire, suspend or discharge for just cause; to assign to jobs; to classify; to promote; to transfer employees among the schools; to increase; decrease or reorganize the work force; and to determine the services necessary for the most efficient operation of the schools, is clearly a function of management and is vested exclusively in the Division or its agent.

The Division agrees that it will not exercise any of the foregoing rights of this clause in a discriminatory manner.

3.04 The Division agrees that any exercise of rights under this Article in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure.

3.05 The School Division shall have the right at any time to adopt, effect, alter and enforce rules and regulations not in conflict with the terms of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Union and Division agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, race, sex, colour, physical or mental handicap, political or religious affiliation or by reason of his/her membership or non-membership in a Trade Union.

4.02 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 5 -- UNION SECURITY AND CHECK-OFF

5.01 All employees who come under the scope of this Agreement shall, effective from the date of signing this Agreement, have an amount equal to the current monthly Union Dues deducted by the Division for each month's pay. Such Dues shall be forwarded to the Secretary-Treasurer of CUPE Local 3164, together with a list of the names of the employees from whom deductions have been made by the 15th day of the month following the deductions.

5.02 The Union shall notify the Division in writing of any changes in the amount of Dues at least two (2) months in advance of the end of the pay period in which monthly deductions are to be made.

- 5.03
- (a) For new employees, payroll deductions as set out in Article 5.01 shall become effective from the start of the first pay period immediately following the commencement of employment.
 - (b) Union Dues shall not be deducted from persons classified as casual employees as defined in Article 2.02.
 - (c) the Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, action and the proceedings of any kind from all costs which may arise or be taken against the Division by reason of the Division making the deduction of Union Dues as provided for in this Article.

ARTICLE 6 – LABOUR & UNION NEGOTIATIONS

- 6.01 The Union shall notify the Division in writing, as to the names of the Union members on the Bargaining Committee. The Bargaining Committee shall consist of up to six (6) members of the Union, not inclusive of the CUPE National Representative.
- 6.02 In each instance, upon receiving permission subject to the operation of the Division from such employee's supervisor, an officer or official representative of the Union shall be granted time off with pay to attend meetings with the Division or Division representatives.
- 6.03 When a new position within the scope of this Agreement not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Division and the Union. If the parties are unable to agree on the classification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.01 Should a dispute arise between the Division and any employee(s) regarding the interpretation, meaning, operation, or application of this Agreement, an earnest effort shall be made to settle the dispute in the following manner.

The grievance shall be submitted, in writing, stating the Article in the Collective Agreement violated and the solution sought, within fifteen (15) working days of the alleged incident. In the event of a grievance originating while an employee is on an approved Leave of Absence from work, such grievance shall be lodged within fifteen (15) working days of the said employee returning to work. Replies to grievances shall be in writing at all stages.

- 7.02 Step 1 – The aggrieved employee(s) shall first attempt to resolve the grievance by submitting the grievance in writing to his/her immediate supervisor. The supervisor shall render his/her decision within ten (10) working days after receipt of the grievance.
- 7.03 Step 2 – Failing satisfactory settlement within ten (10) working days after the grievance was submitted under Step 1, the grievance may be submitted to the Superintendent. The Superintendent shall render his decision within ten (10) working days after receipt of such submission.
- 7.04 Step 3 – Failing satisfactory settlement being reached in Step 2, the grievor may submit the written grievance, within ten (10) working days following the Superintendent's response, to the Board of Trustees who shall render its decision within ten (10) working days after the next regularly scheduled Board meeting.
- 7.05 Step 4 – Failing a satisfactory settlement being reached in Step 3, the Union shall indicate their intent to proceed or not proceed to arbitration within twenty (20) working days.
- 7.06 In cases of discharge or suspension, Step 1 of the Grievance Procedure may be by-passed.
- 7.07 The time limits in the Grievance Procedure may be extended by consent of the parties to this Agreement in writing.

ARTICLE 8 – ARBITRATION

- 8.01 When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing addressed to the other party of the Agreement.
- 8.02 Within fourteen (14) days thereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. These two (2) Arbitrators shall appoint a third person, who shall be mutually satisfactory to both parties, to act as Chairperson.
- 8.03 If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within fourteen (14) days, the appointment shall be made by the Minister of Labour upon the request of either party.
- 8.04 Who May Be An Arbitrator
- No person shall be selected as a member of an Arbitration Board who:
- (1) Is acting, or has in a period of six (6) months preceding the date of his/her appointment acted, in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties.

- (2) Has any pecuniary interest in the matter referred to the Board.
- 8.05 The decision of the Arbitration Board shall be final and binding on both parties, but in no event shall the Arbitration Board alter, modify or amend this Agreement in any respect.
- 8.06 The parties to this Agreement request that the Arbitration Board hand down its decision within fifteen (15) days from the date of the hearing.
- 8.07 Each party shall pay the fees and expenses of its appointee and one-half (1/2) of the fees and expenses of the Chairperson.
- 8.08 The time limits in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Agreement in writing.
- 8.09 Nothing herein shall prohibit the parties from agreeing on a single Arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis to the single Arbitrator.

ARTICLE 9 – PROBATION PERIOD AND CALCULATION OF SENIORITY

- 9.01 Every employee shall be placed on probation from the date on which employment commenced for a three (3) month period with an additional three (3) months if further evaluation is required. If the additional three (3) months is required, the employee and the Union must be notified in writing two (2) weeks prior to the conclusion of his/her first three (3) months, that his/her probationary period has been extended along with the reason for the extension. Should the probationary period be extended to the full six (6) months, two (2) weeks' notice shall be given prior to retention or release.
- 9.02 Probationary employees shall be entitled to all rights and privileges of this Agreement except that they shall not be entitled to grieve or arbitrate a matter related to suspension or discharge or be entitled to paid Sick Leave during their initial probationary period. However, upon completion of their probationary period, employees shall be credited with the applicable number of days retroactive to the first day of employment.
- 9.03 After completion of the probationary period an employee's seniority shall be effective from the first day of employment.
- 9.04 (a) Seniority shall be defined as the length of continuous service (excluding overtime) in the bargaining unit from the most recent date of hire and shall be one of the factors used in determining preference or priority for promotions, demotions, transfers, layoffs and recalls in accordance with the terms of other related Articles of this Agreement.

- (b) Seniority shall be maintained and accumulated during:
 - i) absence due to sickness or accident up to one (1) year;
 - ii) vacation, paid holidays, or summer layoff;
 - iii) an authorized leave of absence of up to sixty (60) days.
- (c) Seniority shall be maintained but not accumulated during:
 - i) an authorized Leave of Absence in excess of sixty (**60**) days but less than one (1) year;
 - ii) a period of lay-off less than one (1) year. However, seniority shall accrue for any periods of casual or temporary employment.
- (d) Without limiting the generality of the foregoing, an employee's seniority shall be forfeited and his/her employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:
 - i) the employee is discharged and is not reinstated;
 - ii) the employee resigns in writing;
 - iii) the employee is laid off for a period longer than one (1) year, unless additional accumulation has accrued as per (d)(ii) above;
 - iv) the employee fails to return to work following an authorized Leave of Absence;
 - v) the employee does not return to work from lay-off within ten (10) working days of being notified by registered mail to do so;
 - vi) the employee is retired.

9.05

- (a) A seniority list shall be prepared by the Board and revised annually, on or about January 1st of each year. A copy of the list will be posted on bulletin boards and a copy given to the Union. If an employee does not challenge the position of his/her name on the seniority list within the first ten (10) working days from the date his/her name first appeared on the seniority list or to errors or changes occurring subsequent to the posting of the previous seniority list, then he/she shall be deemed to have proper seniority standing. In the case where an employee is absent due to vacation, leave of absence or sick leave, an employee may protest an alleged omission or incorrect listing within ten (10) working days of his return to work.

- (b) If there are challenges to the seniority list and these challenges result in a revised seniority list, a copy of the revised list shall be posted on bulletin boards and a copy sent to the Union.

ARTICLE 10 – PERSONNEL FILES

Upon request to the Superintendent responsible for personnel, an employee shall have the right to examine, alone, or with a representative of his/her choice who is named in the request, the personnel file kept by the Division for that employee. The Division shall have the right to have its representative present when the employee is examining his/her personnel file. The employee shall have the right to copy any document on his/her file. Any entries of a disciplinary nature shall be discussed with the employee prior to placement in their personnel file.

ARTICLE 11 – VACANCIES AND NEW POSITIONS

11.01 When a new position is created, or when a vacancy occurs, the Division shall post notice of the position on all bulletin boards in each work location for a minimum of five (5) working days. Such postings shall contain the following information:

- Nature and Location of Position
- Required knowledge, Ability and Skills
- Qualifications
- Shift
- Hours of Work
- Wage or Salary Rate

11.02 The Division shall notify the Union of all appointments, transfers, layoffs and recalls.

11.03 Role of Seniority in Promotions and Transfers, Etc.

Both parties recognize:

- (a) the principle of promotion within the service of the Division;
- (b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes involving vacancies, transfers, promotions, layoffs and subsequent recalls, the Division shall choose the employee whose qualifications and ability best meet the requirements of the position. If the employee’s qualifications and ability meet the requirements of the position, then the employee with the greatest seniority shall be chosen.

For Bus Drivers, in addition to the above, the driver’s residence in relation to the location of the route being applied for shall also be considered.

Any employee upgraded to a higher classification shall be considered to be on a trial basis in his/her new classification for a period of three (3) months. In the event of unsatisfactory performance in this new classification during the trial period he/she shall be returned by the Division to a position similar to that previously held without loss of seniority or wages.

- 11.04 When an employee is relieving another employee in a higher paid classification as per Schedule "A" in excess of three (3) consecutive working days, he/she shall receive the rate of pay of the higher classification for all time worked.

ARTICLE 12 – LAY-OFF AND RECALL

- 12.01 A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.
- 12.02 The Division shall give the employee written notice of the date on which he/she is to be laid off at least fifteen (15) days before the date on which he/she is to be laid off or in the absence of such notice shall grant pay in lieu thereof.
- Employees who receive a layoff notice must declare in writing their intention to "displace" a junior employee within the first five (5) working days of receipt of the layoff notice. It is agreed between the parties that failure to do so will mean that the employee accepts layoff at the end of the fifteen (15) day notice period.
- 12.03 Both parties recognize that job security shall increase in proportion to length of service. Therefore, an employee who is laid off may displace any employee in the bargaining unit with less seniority provided that they either:
- a) possess the qualifications to perform the duties of the position of the less senior employee
 - b) can be trained, within a time period not to exceed one (1) month, to perform the duties of the position.
- 12.04 All employees who are laid off and choose to not exercise their seniority rights to displace a less senior employee, shall be placed on a recall list. They shall receive first option, in line of seniority, for all casual or temporary employment. Seniority shall accrue for all time worked.
- 12.05 Notification of recall following layoff shall be sent by registered mail to the last address reported by the employee.
- 12.06 Employees on the recall list shall be recalled in the order of their seniority and new employees shall not be hired until those who are laid off have been given an opportunity of recall.

12.07

Educational Assistant Lay-Off/Displacement during the School Year

1. In any movement of personnel within the Educational Assistant classification the primary criteria in determining placement shall be that the continuity of educational programs to the student(s) is not affected.
2. Laid off or displaced Educational Assistants may exercise their rights under Article 12 to displace a more junior employee in another classification; or displace the most junior regular Educational Assistant in their school; or displace the most junior Educational Assistant in the Division.

If a special Educational Assistant displaces a regular Educational Assistant, she will be paid at the special TA rate for the remainder of the school year.

In the instance of (b) the displaced junior regular Educational Assistant in the school may displace the most junior Educational Assistant in the Division.

3. Employees who receive a lay-off notice must declare in writing their intention to “displace” a junior employee within the first five (5) working days of receipt of the lay-off notice. It is agreed between the parties that failure to do so will mean that the employee accepts lay-off at the end of the fifteen (15) day notice period.
4. Refusal of recall to casual employment in three (3) instances during a lay-off period shall relieve the onus on the Division to call this employee for any future casual employment during this period.
5. Employees in other classifications wishing to exercise their right on lay-off to displace into a junior Educational Assistant position must satisfactorily demonstrate to the Division that they are or will be qualified and able to perform the duties of the position upon assuming the position.
6. Following a mid-year lay-off any Educational Assistant displaced by such a lay-off will be reassigned for the Fall term using normal criteria of seniority and qualifications.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.01

The normal full time hours of work shall be as outlined below:

- a) For Clerical Employees/Maintenance/Custodial Staff,
Mechanics/Mechanics Helpers/Courier

The normal hours of work shall consist of five (5), eight (8) consecutive hour days, Monday to Friday inclusive.

b) For Library Clerks

The normal hours of work shall consist of five (5), seven (7) consecutive hour days, Monday to Friday inclusive.

c) For Educational Assistants

The hours of work for Assistants shall be those hours specifically assigned by the Division, up to a maximum of seven (7) hours per day. The assigned hours of work may be varied by the Division by providing the Assistant with two (2) weeks' prior written notice.

Assistants shall normally work the school year as prescribed by the Minister of Education as set out in the Regulations to the Public Schools Act other than In-service days on which their services are not required. If Assistants are required to attend In-service meetings they shall be paid their regular hourly rate for hours of attendance.

d) For Intervention Centre Employees

The hours of work for Intervention Centre employees shall be those hours specifically assigned by the Division up to a maximum of thirty-five (35) hours per week. The assigned hours may be varied by the Division by providing the Intervention Centre employees with two (2) weeks' notice.

e) For Bus Drivers and Safety Officer

Bus Drivers shall work those hours as required to properly service their route and to maintain the cleanliness of the bus.

The hours of work as Safety Officer shall be as required to properly fulfill the requirements of the position. Where the position requirements allow flexibility in hours of work, such hours shall be as determined between the Director of Maintenance and Transportation and the designated Safety Officer.

13.02 Employees shall have a fifteen (15) minute rest period both in the morning and the afternoon. Such periods shall not be cumulative and must be taken at a time mutually agreeable to the employee and his/her supervisor.

13.03 Unpaid meal periods will be set by mutual agreement between the Division and the Union and will not be less than one-half (1/2) hour and not more than one (1) hour in duration.

13.04

Overtime

- (a) Overtime shall not be performed or paid for unless authorized by the Superintendent or his designate.
- (b) For the purpose of (a) above, overtime shall be deemed to be time worked in continuous succession with an employee's regular shift. Overtime will only be paid for hours in excess of eight (8) hours per day or forty (40) hours in a week.
- (c) Each employee shall be paid at the rate of one and one-half (1 ½) times his/her basic salary for all authorized overtime.
- (d) **An** employee who is required to work on a statutory holiday shall be paid at one and one-half (1 ½) times his/her regular rate of pay for all hours worked on the statutory holiday and in addition he/she shall be paid his/her regular pay for the statutory holiday.
- (e) It is agreed that overtime shall be arranged as mutually agreed between the Division and the employee and shall in all cases be voluntary. However, if the Division is unable to find a volunteer they shall have the right to appoint an employee to work the required overtime. Any appointments made to work overtime shall be made on a rotational basis.
- (f) Call Back Pay Guarantee

An employee who is called into work outside his/her regular working hours shall be paid a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regular hours and the work the employee is called in to do.
- (g) At the employee's option, overtime may be accumulated at the overtime rate to be taken off at a time mutually agreed between the employee and the Division, up to a maximum accumulation of forty (40) hours per year. Any accumulated time not taken will be paid out on the last pay cheque in December.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01

All employees shall be eligible for the following holidays at their regular rates of pay:

New Year's Day	Labour Day	Good Friday
Thanksgiving Day	Victoria Day	Christmas Day
Canada Day	Boxing Day	Civic Holiday

Any other statutory holiday as proclaimed by the Province of Manitoba or the Government of Canada.

- 14.02 The observance of Remembrance Day in Manitoba is subject to the provisions of the Remembrance Day Act, and shall be observed on the day it occurs. Therefore, employees shall receive pay for the holiday if Remembrance Day is observed on a normal working day.
- 14.03 If Remembrance Day is declared a school holiday by the Minister of Education, other than described in Article 14.02, the employee shall be eligible to receive the holiday. However, if the schools are open for a portion of the day, the employees will be required to be on duty for that period of time. The remainder of the day will be observed as the holiday.
- 14.04 When a paid holiday occurs on Saturday or Sunday, the holiday shall be observed on a working day or working days continuous with the weekend. Such days shall be determined by the Division.
- 14.05 When a statutory holiday occurs during an employee's annual vacation he/she shall be allowed an additional day off at a time mutually convenient to the employee and the Division.
- 14.06 In order to qualify for payment for the above statutory holidays, the employee must have earned wages from the Division on ten (10) days in the thirty (30) day calendar day period preceding the Statutory Holiday, or, on ten (10) days in the thirty (30) day calendar period following the Statutory Holiday.

ARTICLE 15 – VACATIONS

- 15.01 The vacation entitlement shall be calculated as to the number of continuous years service on June 30th of each year.
- 15.02 Annual vacations with pay entitlement shall be as follows:
- (i) Upon completion of an employee's first full year of continuous service, ten (10) days of vacation.
 - (ii) Upon completion of an employee's second year of continuous service, fifteen (15) days of vacation.
 - (iii) Upon completion of an employee's ninth year of continuous service, twenty (20) days of vacation.
 - (iv) Upon completion of an employee's 18th year of continuous service, twenty-five (25) days of vacation.
- 15.03 Employees who work less than full time hours of work shall have their vacation pay pro-rated as to the percentage of full time hours worked.

15.04 Employees Who Resign

- (i) An employee leaving the employment of the Division prior to the completion of one (1) full year of employment shall be paid vacation entitlement in accordance with Section 11(1) of the Vacations With Pay Act.
- (ii) Employees who resign with proper notice prior to the June 30th vacation calculation date shall be paid vacation entitlement pro rata based on years of continuous completed service in accordance with Article 15.02.

15.05 Failure to Give Due Notice

Employees who resign and do not give the Division at least fifteen (15) calendar days' notice prior to the date the resignation becomes effective shall forfeit any right to vacations pro rata to the portion of the year in which he/she was eligible for vacation.

15.06 Vacation Periods

- (i) Twelve (12) month employees shall submit their preferred vacation period to the administration for approval, prior to April 1st of each year. The administration will confirm vacation by May 1st. Normally, workload permitting, vacations will be taken during July and August. Requests for vacation other than for the period July and August shall be made in writing to the Superintendent or designate.
- (ii) Employees who are not required to work during Christmas or Spring Break period shall take their vacation during these periods. Employees qualifying for more vacation than what is normally provided for at Christmas and Spring Break may choose to receive payment for same at the end of May in any year or take the vacation time at a time during the year that is mutually agreeable to the Employer and the employee.

ARTICLE 16 – SICK LEAVE PROVISIONS

- 16.01 (a) Sick Leave is provided for the sole purpose of providing a continuous income to any employee during periods of illness or injury.
- (b) Employees shall accumulate entitlement for Sick Leave at the rate of one (1) day of sick leave for every nine (9) days, or portion thereof, of actual service to a maximum of twenty (20) days per year. The total Sick Leave accumulation shall not exceed ninety-five (95) days effective July 1, 2005, one hundred (100) days effective July 1, 2006 and one hundred five (105) days effective July 1, 2007.
- (c) Employees employed on a part-time basis with the Division, shall be granted Sick Leave with pay pro-rated based on full-time equivalents.

- (d) Sick Leave shall not continue to accrue while on any leave of absence without pay.

16.02 MPI TOP-UP

When an employee is unable to work and is in receipt of an income replacement indemnity (IRI) from Manitoba Public Insurance, the employee may elect to sign over to the Division the monies received from the IRI and have their regular salary paid to them from the Division.

The difference between the employee's regular salary and the IRI shall be charged against the employee's sick leave accumulation until the accumulated sick leave credits are exhausted.

Should the employee not choose the above option, no salary or benefit shall be paid for by the Division.

16.03 Family Medical Leave

Each employee shall be entitled to use up to three (3) days of his/her sick leave per school year to attend to the serious illness or injury or medical appointments of an emergent nature of that employee's spouse, children, or parents. Where such cases occur, and both parents of a particular child are employees within the scope of this Agreement, both parents may not access the provisions of this paragraph concurrently.

ARTICLE 17 – LEAVE OF ABSENCE

- 17.01 Except as otherwise provided for in this Agreement, a Leave of Absence without pay may be granted to an employee at the discretion of the Division.

17.02 Union Convention

Leave of absence without pay or loss of seniority shall be granted upon request to the Division to employees selected or appointed to represent the Union at Union conventions, schools or workshops; such time shall not exceed a total of forty (40) days in any one (1) year to all members belonging to the Union as a collective unit.

In all cases of such Leave, the Division shall be notified as soon as possible and in no case less than five (5) working days prior to the commencement of such leave.

17.03 Bereavement Leave

An employee shall be granted bereavement leave with pay as follows:

- (a) five (5) consecutive working days in the event of the death of a spouse, child, parent;

- (b) three (3) consecutive working days in the event of the death of a parent-in-law, grandparent, grandchild, brother or sister;
- (c) two (2) consecutive working days in the event of the death of a brother-in-law or sister-in-law;
- (d) the day of the funeral in the event of the death of an aunt, uncle, niece or nephew, or to act as a pallbearer.

17.04 Jury Duty

An employee who is subpoenaed to serve on a jury or at a Court of Law as a Crown witness shall be paid his/her regular salary. The employee shall make him/herself available for duty at his/her regular assigned job during work hours when he/she may not be required at Court. Any fee or payment, excluding expenses, received by reason of service as a juror on working days, shall be forwarded to the Division.

17.05 Full-Time Union Position

An employee who is elected or selected for a full-time position with the Union shall be granted an unpaid Leave of Absence. Such Leave is subject to annual review by the Division upon application for renewal by the employee.

17.06 Examination Leave

The Division shall grant Leave with pay to employees writing examinations for work related courses that the Division has requested the employee to participate in. Such Leave shall be limited to actual time required to write the examination and shall include reasonable traveling time.

17.07 Insurance While on Leave

Employees on unpaid Leave of Absence may continue their insurance coverage at their own expense as long as they comply with the Division's carriers' requirements.

ARTICLE 18 – MATERNITY/ADOPTION/PATERNITY LEAVE

18.01 Maternity/Adoptive/Parental Leaves

The provisions of the Employment Standards Code of the Province of Manitoba shall apply for maternity, adoptive and parental leaves.

ARTICLE 19 – EMPLOYMENT INSURANCE19.01 EIC Rebate Refunds to Employees

Should the Division become eligible for reduction in the Employment Insurance premium under the terms of the Employment Insurance Act, the five-twelfth (5/12th) portion due to the employee shall be remitted at the conclusion of each premium year to the Secretary-Treasurer of the Union.

ARTICLE 20 – BENEFITS20.01 Pension Plan

Staff shall be eligible to participate in and retire, in accordance with the terms' and conditions of the MAST Non-Teaching Pension Plan.

20.02 Group Life

The Division agrees to administer for employees that have currently elected such coverage, the present Group Life Insurance Plan in accordance with the terms set out therein.

The Division will pay for said employees an amount equal to one-half (1/2) the cost of life insurance equal to two times (2x) the employee's annual salary.

20.03 Salary Continuance

The Division agrees to administer the present Long Term Disability Plan in accordance with the terms set out therein. The premiums for this coverage shall be paid by the employees.

20.04 Extended Health Care

The Division agrees to administer for employees, The Manitoba Blue Cross Extended Health Care Plan in accordance with the terms and conditions set out therein. The premiums for this coverage shall be paid by the employees.

ARTICLE 21 – BUS DRIVERS

- 21.01 (a) A Regular Route shall be the a.m. and p.m. transportation of students to and from school.

- (b) Extra-Curricular Day or Evening Trips shall be any transportation of students other than the regular route. Extra trips that begin sixty (60) minutes or less after the end of a driver's regular shift shall be considered as an extension of the regular shift and all time between shall be paid at the applicable extra curricular rate as provided for in Schedule "A".
- (c) Extra-Curricular Overnight Trips shall be any transportation of students where it is necessary to stay away overnight.

21.02 In the event of illness, drivers must notify the Director of Maintenance and Transportation as soon as possible, however, not later than one (1) hour prior to their normal bus pre-inspection time.

21.03 Those drivers who are required by the Director of Maintenance and Transportation to store their bus at their place of residence shall receive an allowance of two hundred and seventy-nine dollars (\$279.00) per year for the cost of electricity with three (3) plug ins and one hundred and eighty-six dollars and ninety-five cents (\$186.95) for two (2) plug ins. For 2006 and each year thereafter, this rate will be increased/decreased by the same percentage increase/decrease as the hydro rates increase/decrease.

It is agreed that drivers will ensure that their buses are securely plugged in when required.

21.04 Every Bus Driver shall receive a minimum of eight (8) hours' in-service training with pay each year as scheduled by the Director of Maintenance and Transportation. The rate of pay for actual hours of attendance shall be at the lowest hourly rate provided for extra-curricular trips and shall not be longer than four (4) hours per session. The rates of pay for the in-service training shall be at straight time when such training is held during the normal work week.

21.05 Extra trips, as defined in 21.01 (b) and (c), will not be assigned to Casual employees until after all Regular Drivers in the area of the trip have been given an opportunity to take that trip.

- 21.06 (a) A Regular Route shall be paid at the applicable daily rate of pay as enumerated on the salary grid.
- (b) An Extra-Curricular Day or Evening Trip shall be paid at the applicable extra-curricular rate.
- (c) Bus Drivers who take an overnight trip shall be paid a minimum of eight (8) hours at the applicable extra trip rate for that day. Each additional day away shall be guaranteed at a minimum of eight (8) hours' pay.

The Division will pay for actual meal expenses supported by receipts to a maximum of: breakfast - \$7.00, lunch - \$10.00, dinner - \$15.00. Accommodation costs shall be paid by the trip organizer.



- 21.07 The daily rates shall be determined by the a.m. student load and mileage on September 30th in each school year as verified by the Director of Maintenance and Transportation. This daily rate shall be paid for each day the route is actually driven during the school year (see #5 of Bus Drivers Salary Grid).
- 21.08 Bus Drivers sharing transportation to and from home during the day shall each receive an additional one-half (1/2) hour per day at the lowest extra-curricular rate.
- 21.09 Drivers who transport one (1) or more students on the wheelchair buses, or buses that are equipped for special needs, shall be paid an additional five (\$5.00) per day.

ARTICLE 22 – TERM OF AGREEMENT

- 22.01 This Agreement shall be binding and in effect from July 1, 2005 and shall continue in force and effect until June 30, 2008 and shall continue in effect thereafter unless terminated or renewed as hereinafter provided.
- 22.02 If either party desires to revise or terminate this Agreement, they will give the other party not more than ninety (90) days and not less than thirty (30) days notice in writing stating the revisions requested, prior to the expiry date of this Agreement. Within fifteen (15) working days, or a date mutually agreed to by the parties, of receipt of such notice, the parties are required to enter into negotiations for a new Agreement.

ARTICLE 23 – PAYMENT OF WAGES

The Division shall pay wages semi-monthly, in accordance with Schedule “A” of the Agreement. Payments shall be made on the fifteenth (15th) and the last day of each month. If a pay date falls on a holiday or weekend, payment shall be made on the last working day immediately prior to the holiday or weekend.

Payment of wages shall be by way of Automatic Bank Deposit and each employee shall be provided with an itemized statement of wages and deductions for each pay period.

IN WITNESS WHEREOF THE Board has caused these presents to be sealed with the seal of the Evergreen School Division and signed by the Chairperson of the Board, the Chairperson of Negotiations and the Secretary-Treasurer, the Union has caused these presents to be executed on its behalf by the President, Secretary and a Representative of the Canadian Union of Public Employees, Local Union No. 3164.

SIGNED ON BEHALF OF:

The Canadian Union of Public Employees,
Local 3164

Evergreen School Division

Dennis Zucchi
President

?-%*
Chairperson of the Board

Pat Adams
Secretary

B. Jurgala
Chairperson of Negotiations Committee

[Signature]
National Representative, CUPE

[Signature]
Secretary-Treasurer of Division

Jan 11 / 06
Date

SCHEDULE "A"
SALARIES

EFFECTIVE DATE - JULY 1, 2005 TO JUNE 30, 2008

POSITION		STEP 1	STEP 2	STEP 3
School Secretary	July 1, 2005	12.98	14.48	15.48
	July 1, 2006	13.37	14.91	15.94
	July 1, 2007	13.77	15.36	16.42
Library Clerk	July 1, 2005	11.19	12.66	13.69
	July 1, 2006	11.53	13.04	14.10
	July 1, 2007	11.88	13.43	14.52
Library Technician (with Certificate)	July 1, 2005	11.95	13.46	14.54
	July 1, 2006	12.31	13.86	14.98
	July 1, 2007	12.68	14.28	15.43
EDUCATIONAL ASSISTANT:				
Regular Classroom	July 1, 2005	11.52	12.88	13.86
	July 1, 2006	11.87	13.27	14.28
	July 1, 2007	12.23	13.67	14.71
Special Needs	July 1, 2005	13.34	14.78	15.78
	July 1, 2006	13.74	15.22	16.25
	July 1, 2007	14.15	15.68	16.74
MAINTENANCE:				
Utility	July 1, 2005	10.72	12.31	
	July 1, 2006	11.04	12.68	
	July 1, 2007	11.37	13.06	
Skilled (without Appropriate Journeyman papers)	July 1, 2005	13.73	15.31	
	July 1, 2006	14.14	15.77	
	July 1, 2007	14.56	16.24	
Skilled (with Appropriate Journeyman papers)	July 1, 2005	18.80		
	July 1, 2006	19.36		
	July 1, 2007	19.94		
CUSTODIAL:				
Head Caretaker	July 1, 2005	12.31	13.93	
	July 1, 2006	12.68	14.35	
	July 1, 2007	13.06	14.78	
Caretaker	July 1, 2005	10.72	12.31	
	July 1, 2006	11.04	12.68	
	July 1, 2007	11.37	13.06	

Caretaker Helper	July 1, 2005	7.45	
	July 1, 2006	7.67	
	July 1, 2007	7.90	
Noon Hour Supervisor	July 1, 2005	8.48	
	July 1, 2006	8.73	
	July 1, 2007	8.99	
Mechanic	July 1, 2005	18.80	
	July 1, 2006	19.36	
	July 1, 2007	19.94	
Mechanic Helper	July 1, 2005	14.06	15.31
	July 1, 2006	14.48	15.77
	July 1, 2007	14.91	16.24
Courier	July 1, 2005	12.35	
	July 1, 2006	12.72	
	July 1, 2007	13.10	
Safety Officer	July 1, 2005	25.60	
	July 1, 2006	26.37	
	July 1, 2007	27.16	
Management Assistant	July 1, 2005	16.15	
	July 1, 2006	16.63	
	July 1, 2007	17.13	
Career Technician	July 1, 2005	16.17	
	July 1, 2006	16.66	
	July 1, 2007	17.16	

SCHEDULE "A" – BUS DRIVERS' SALARY GRID
EFFECTIVE JULY 1, 2005 – JUNE 30, 2006

STUDENT LOAD	DISTANCE TRAVELED IN KILOMETERS											
	0-5	6-15	16-25	26-35	36-45	46-55	56-65	66-75	76-80	81-85	86-90	91-95
10 – 15	50.82	51.42	52.65	54.50	56.96	60.04	63.72	68.01	72.91	78.40	84.49	91.17
16 – 20	51.42	52.05	53.27	55.11	57.56	60.65	64.32	68.62	73.51	79.00	85.09	91.77
21 – 25	52.05	52.65	53.88	55.72	58.17	61.25	64.94	69.23	74.13	79.63	85.72	92.39
26 – 30	52.65	53.27	54.50	56.33	58.79	61.87	65.55	69.85	74.76	80.25	86.32	93.01
31 – 35	53.27	53.88	55.11	56.96	59.40	62.49	66.18	70.45	75.35	80.84	86.94	93.62
36 – 40	53.88	54.50	55.72	57.56	60.04	63.10	66.77	71.08	75.98	81.47	87.55	94.23
41 – 45	54.50	55.11	56.33	58.17	60.65	63.72	67.39	71.70	76.59	82.08	88.18	94.85
46 – 50	55.11	55.72	56.96	58.79	61.25	64.32	68.01	72.30	77.20	82.69	88.78	95.45
51 – 55	55.72	56.33	57.56	59.40	61.87	64.94	68.62	72.92	77.82	83.32	89.39	96.08
56 – 60	56.33	56.96	58.17	60.04	62.49	65.55	69.23	73.53	78.43	83.92	90.01	96.69
61 – 65	56.96	57.56	58.79	60.65	63.10	66.18	69.85	74.15	79.05	84.54	90.62	97.31
66 – 70	57.56	58.17	59.40	61.25	63.72	66.77	70.45	74.77	79.66	85.15	91.24	97.91
71 – 75	58.17	58.79	60.04	61.87	64.32	67.39	71.08	75.38	80.28	85.78	91.86	98.54
76 – 80	58.79	59.40	60.65	62.49	64.94	68.01	71.70	75.99	80.89	86.38	92.46	99.14
81 – 85	59.40	60.04	61.25	63.10	65.55	68.62	72.30	76.60	81.50	86.99	93.08	99.77
86 – 90	60.04	60.65	61.87	63.72	66.18	69.23	72.92	77.23	82.11	87.61	93.70	100.36
91 – 95	60.65	61.25	62.49	64.32	66.77	69.85	73.53	77.84	82.74	88.23	94.31	101.00
96 – 100	61.25	61.87	63.10	64.94	67.39	70.45	74.15	78.44	83.35	88.83	94.92	101.59
101 – 105	61.87	62.49	63.72	65.55	68.01	71.08	74.77	79.07	83.97	89.46	95.53	102.23
106 – 110	62.50	63.12	64.33	66.19	68.64	71.71	75.39	79.69	84.59	90.08	96.18	102.85
111 – 115	63.14	63.76	64.98	66.82	69.28	72.35	76.03	80.34	85.23	90.72	96.80	103.49
116 – 120	63.80	64.41	65.63	67.48	69.94	73.01	76.69	81.00	85.89	91.38	97.47	104.15

1. STUDENT LOAD = NUMBER OF STUDENTS ON THE BUS ON SEPTEMBER 30TH OF EACH SCHOOL YEAR
2. DISTANCE RATE IN KM = LOADED KM ON THE MORNING RUN ON SEPTEMBER 30TH OF EACH SCHOOL YEAR
3. MONTHLY SALARY RATE = DAILY RATE FROM GRID X ACTUAL, DAYS DRIVEN DURING ANY MONTH
4. EXTRA-CURRICULAR TRIPS: UNDER 120KM- 11.51/HR OVER 120KM- 12.49/HR
5. OTHER DAYS = PAY FOR DAYS OTHER THAN THOSE ACTUALLY DRIVEN THAT AN EMPLOYEE MAY BE ENTITLED TO UNDER OTHER CLAUSES CONTAINED IN THE COLLECTIVE AGREEMENT SHALL BE AT THE EMPLOYEE'S **REGULAR** DAILY RATE AS DETERMINED IN ARTICLE 21.07 AND THE **BUS DRIVERS' SALARY GRID**

SCHEDULE "A" - BUS DRIVERS' SALARY GRID
EFFECTIVE JULY 1, 2006 - JUNE 30, 2007

STUDENT LOAD	DISTANCE TRAVELED IN KILOMETERS											
	0-5	6-15	16-25	26-35	36-45	46-55	56-65	66-75	76-80	81-85	86-90	91-95
10 - 15	52.34	52.96	54.23	56.14	58.67	61.84	65.63	70.05	75.10	80.75	87.02	93.91
16 - 20	52.96	53.61	54.87	56.76	59.29	62.47	66.25	70.68	75.72	81.37	87.64	94.52
21 - 25	53.61	54.23	55.50	57.39	59.92	63.09	66.89	71.31	76.35	82.02	88.29	95.16
26 - 30	54.23	54.87	56.14	58.02	60.55	63.73	67.52	71.95	77.00	82.66	88.91	95.80
31 - 35	54.87	55.50	56.76	58.67	61.18	64.36	68.17	72.56	77.61	83.27	89.55	96.43
36 - 40	55.50	56.14	57.39	59.29	61.84	64.99	68.77	73.21	78.26	83.91	90.18	97.06
41 - 45	56.14	56.76	58.02	59.92	62.47	65.63	69.41	73.85	78.89	84.54	90.83	97.70
46 - 50	56.76	57.39	58.67	60.55	63.09	66.25	70.05	74.47	79.52	85.17	91.44	98.31
51 - 55	57.39	58.02	59.29	61.18	63.73	66.89	70.68	75.11	80.15	85.82	92.07	98.96
56 - 60	58.02	58.67	59.92	61.84	64.36	67.52	71.31	75.74	80.78	86.44	92.71	99.59
61 - 65	58.67	59.29	60.55	62.47	64.99	68.17	71.95	76.37	81.42	87.08	93.34	100.23
66 - 70	59.29	59.92	61.18	63.09	65.63	68.77	72.56	77.01	82.05	87.70	93.98	100.85
71 - 75	59.92	60.55	61.84	63.73	66.25	69.41	73.21	77.64	82.69	88.35	94.62	101.50
76 - 80	60.55	61.18	62.47	64.36	66.89	70.05	73.85	78.27	83.82	88.97	95.23	102.11
81 - 85	61.18	61.84	63.09	64.99	67.52	70.68	74.47	78.90	83.95	89.60	95.87	102.76
86 - 90	61.84	62.47	63.73	65.63	68.17	71.31	75.11	79.55	84.57	90.24	96.51	103.37
91 - 95	62.47	63.09	64.36	66.25	68.77	71.95	75.74	80.18	85.22	90.88	97.14	104.03
96 - 100	63.09	63.73	64.99	66.89	69.41	72.56	76.37	80.79	85.85	91.49	97.77	104.64
101 - 105	63.73	64.36	65.63	67.52	70.05	73.21	77.01	81.44	86.49	92.14	98.40	105.30
106 - 110	64.38	65.01	66.26	68.18	70.70	73.86	77.65	82.08	87.13	92.78	99.07	105.94
111 - 115	65.03	65.67	66.93	68.82	71.36	74.52	78.31	82.75	87.79	93.44	99.70	106.59
116 - 120	65.71	66.34	67.60	69.50	72.04	75.20	78.99	83.43	88.47	94.12	100.39	107.27

1. STUDENT LOAD = NUMBER OF STUDENTS ON THE BUS ON SEPTEMBER 30TH OF EACH SCHOOL YEAR
2. DISTANCE RATE IN KM = LOADED KM ON THE MORNING RUN ON SEPTEMBER 30TH OF EACH SCHOOL YEAR
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4. EXTRA-CURRICULAR TRIPS: UNDER 120KM- 11.86/HR OVER 120KM- 12.86/HR
5. OTHER DAYS = PAY FOR DAYS OTHER THAN THOSE ACTUALLY DRIVEN THAT AN EMPLOYEE MAY BE ENTITLED TO UNDER OTHER CLAUSES CONTAINED IN THE COLLECTIVE AGREEMENT SHALL BE AT THE EMPLOYEE'S REGULAR DAILY RATE AS DETERMINED IN ARTICLE 21.07 AND THE BUS DRIVERS' SALARY GRID

**SCHEDULE "A" – BUS DRIVERS' SALARY GRID
EFFECTIVE JULY 1, 2007 – JUNE 30, 2008**

DISTANCE TRAVELED IN KILOMETERS

STUDENT LOAD	0-5	6-15	16-25	26-35	36-45	46-55	56-65	66-75	76-80	81-85	86-90	91-95
10 – 15	53.91	54.55	55.86	57.82	60.43	63.70	67.60	72.15	77.35	83.17	89.63	96.73
16 – 20	54.55	55.22	56.52	58.46	61.07	64.34	68.24	72.80	77.99	83.81	90.27	97.36
21 – 25	55.22	55.86	57.17	59.11	61.72	64.98	68.90	73.45	78.64	84.48	90.94	98.01
26 – 30	55.86	56.52	57.82	59.76	62.37	65.64	69.55	74.11	79.31	85.14	91.58	98.67
31 – 35	56.52	57.17	58.46	60.43	63.02	66.29	70.22	74.74	79.94	85.77	92.24	99.32
36 – 40	57.17	57.82	59.11	61.07	63.70	66.94	70.83	75.41	80.61	86.43	92.89	99.97
41 – 45	57.82	58.46	59.76	61.72	64.34	67.60	71.49	76.07	81.26	87.08	93.55	100.63
46 – 50	58.46	59.11	60.43	62.37	64.98	68.24	72.15	76.70	81.91	87.73	94.18	101.26
51 – 55	59.11	59.76	61.07	63.02	65.64	68.90	72.80	77.36	82.55	88.39	94.83	101.93
56 – 60	59.76	60.43	61.72	63.70	66.29	69.55	73.45	78.01	83.20	89.03	95.49	102.58
61 – 65	60.43	61.07	62.37	64.34	66.94	70.22	74.11	78.66	83.86	89.69	96.14	103.24
66 – 70	61.07	62.72	63.02	64.98	67.60	70.83	74.74	79.32	84.51	90.33	96.80	103.88
71 – 75	62.72	62.37	63.70	65.64	68.24	71.49	75.41	79.97	85.17	91.00	97.46	104.55
76 – 80	62.37	63.02	64.34	66.29	68.90	72.15	76.07	80.62	85.82	91.64	98.09	105.17
81 – 85	63.02	63.70	64.98	66.94	69.55	72.80	76.70	81.27	86.47	92.29	98.75	105.84
86 – 90	63.70	64.34	65.64	67.60	70.22	73.45	77.36	81.94	87.11	92.95	99.41	106.47
91 – 95	64.34	64.98	66.29	68.24	70.83	74.11	78.01	82.59	87.78	93.61	100.05	107.15
96 – 100	64.98	65.64	66.94	68.90	71.49	74.74	78.66	83.21	88.43	94.23	100.70	107.78
101 – 105	65.64	66.29	67.60	69.55	72.15	75.41	79.32	83.88	89.08	94.90	101.35	108.46
106 – 110	66.31	66.96	68.25	70.23	72.82	76.08	79.98	84.54	89.74	95.56	102.04	109.12
111 – 115	66.98	67.64	68.94	70.88	73.50	76.76	80.66	85.23	90.42	96.24	102.69	109.79
116 – 120	67.68	68.33	69.63	71.59	74.20	77.46	81.36	85.93	91.12	96.94	103.40	110.49

1. STUDENT LOAD = NUMBER OF STUDENTS ON THE BUS ON SEPTEMBER 30TH OF EACH SCHOOL YEAR
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4. EXTRA-CURRICULAR TRIPS: UNDER 120KM- 12.22/HR OVER 120KM- 13.25/HR
5. OTHER DAYS = PAY FOR DAYS OTHER THAN THOSE ACTUALLY DRIVEN THAT AN EMPLOYEE MAY BE ENTITLED TO UNDER OTHER CLAUSES CONTAINED IN THE COLLECTIVE AGREEMENT SHALL BE AT THE EMPLOYEE'S REGULAR DAILY RATE AS DETERMINED IN ARTICLE 21.07 AND THE BUS DRIVERS' SALARY GRID

LETTER OF UNDERSTANDING

BETWEEN:

EVERGREEN SCHOOL DIVISION

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3164

RE: CONTRACTING OUT

The Board herewith agrees that for the duration of this Collective Agreement, no employee will lose normal hours of work as a result of contracting out.

THIS AGREEMENT SIGNED THIS 21 DAY OF December, 2005.

FOR CUPE LOCAL 3164

FOR EVERGREEN SCHOOL DIVISION

[Signature]
President

[Signature]
Chairperson of the Board

[Signature]
Negotiating Committee

[Signature]
Chairperson of Negotiations

[Signature]
Negotiating Committee

[Signature]
Secretary-Treasurer of the Division

[Signature]

[Signature]
Negotiating Committee

[Signature]
CUPE National Representative

LETTER OF UNDERSTANDING

BETWEEN:

EVERGREEN SCHOOL DIVISION

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3164

RE: BENEFITS

The parties agree to explore the feasibility of the MAST/MTS Group Life Plan for all employees as well as the MAST LTD Plan.

THIS AGREEMENT SIGNED THIS 21 DAY OF DECEMBER, 2005.

FOR CUPE LOCAL 3164

FOR EVERGREEN SCHOOL DIVISION

Dennis Zarak
President

T-S Johansson
Chairperson of the Board

a. Ostapchuk
Negotiating Committee

B. Ferguson
Chairperson of Negotiations

Lucy Maryke
Negotiating Committee

[Signature]
Secretary-Treasurer of the Division

Kellen Zelentzky
Carol Linson
Negotiating Committee

[Signature]
CUPE National Representative

LETTER OF UNDERSTANDING

BETWEEN:

EVERGREEN SCHOOL DIVISION

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3164

RE: ME FOR BUS DRIVERS

The Parties agree for the duration of this Collective Agreement that the overtime provision of Article 13.04 and the Labour Relations Act shall not apply to Bus Drivers on extra-curricular trips.

THIS AGREEMENT SIGNED THIS 21 DAY OF December, 2005.

FOR CUPE LOCAL 3164

FOR EVERGREEN SCHOOL DIVISION

Dennis Lumbis
President

T.S. Johnson
Chairperson of the Board

a. Ostapchuk
Negotiating Committee

B. Purgala
Chairperson of Negotiations

Leily Marykwa
Negotiating Committee

[Signature]
Secretary-Treasurer of the Division

Valerie Belenitsky
Carol Anison
Negotiating Committee

[Signature]
CUPE National Representative

LETTER OF UNDERSTANDING

BETWEEN:

EVERGREEN SCHOOL DIVISION

And

CANADIAN UNION OF PUBLIC EMPLOYEES' LOCAL 3164

RE: SAFETY FOOT WEAR

Mechanics, Mechanics Helpers and Maintenance staff required to wear safety footwear will be entitled to be reimbursed up to \$100.00 per year against a receipt for the purchase of safety footwear.

THIS AGREEMENT SIGNED THIS 21 DAY OF December, 2005.

FOR CUPE LOCAL 3164

FOR EVERGREEN SCHOOL DIVISION

Deman Luthi
President

T-S. Johansson
Chairperson of the Board

a. Ostapchuk
Negotiating Committee

R. Furgale
Chairperson of Negotiations

Lucy Marykva
Negotiating Committee

Almu
Secretary-Treasurer of the Division

Colleen Hillmeyer
Carol Linasson
Negotiating Committee

[Signature]
CUPE National Representative

List of Immediate Supervisors
For Article 7.02 of CUPE Local 3164
Collective Agreement

<u>Employee Group</u>	<u>Immediate Supervisor</u>
School Secretary	Principal
Library Clerk	Principal
Library Technician	Principal
Educational Assistants	Principal
Maintenance	Director of Maintenance and Transportation
Custodial	Principal
Management Assistant Intervention Centre	Principal
Management Assistant Continuing Education	Manager, Continuing Education
Career Technician Intervention Centre	Principal
Noon Hour Supervisor	Principal
Mechanic	Director of Maintenance and Transportation
Mechanic Helper	Director of Maintenance and Transportation
Courier	Director of Maintenance and Transportation
Safety Officer	Director of Maintenance and Transportation
Bus Driver	Director of Maintenance and Transportation